

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 22-CV-60531-RAR

LISA MARTZ,

Plaintiff,

v.

AMEN CLINICS, INC.,

Defendant.

ORDER CONFIRMING ARBITRATION APPROVAL OF SETTLEMENT

THIS CAUSE comes before the Court upon the parties' Joint Motion to Lift Stay and Petition to Confirm Arbitrator's Approval of the FLSA Settlement Agreement [ECF No. 12] ("Petition"), filed on October 18, 2022. After Plaintiff's Fair Labor Standards Act ("FLSA") claims were referred to arbitration, the parties executed two settlement agreements, one releasing Plaintiff's FLSA claims ("FLSA Settlement") and the other releasing claims Plaintiff pursued before the Equal Employment Opportunity Commission ("EEOC Settlement"). Pet. at 2.

On October 16, 2022, an arbitrator appointed by the American Arbitration Association entered an Order Lifting Stay, Approving FLSA Settlement, and Dismissing Action [ECF No. 12-1] ("Order"). To ensure that the parties did not engage in fee shifting between the two agreements, the arbitrator also reviewed the EEOC Settlement. *Id.* On October 19, 2022, the Court lifted the stay entered on March 21, 2022, and directed the parties to provide copies of the Settlements. [ECF No. 13].

Before a court can approve a settlement of FLSA claims, it must scrutinize the settlement and determine that it is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982).

If the settlement reflects a reasonable compromise over FLSA issues that are in dispute, the Court may approve the settlement “to promote the policy of encouraging settlement of litigation.” *Id.* at 1354.

The Federal Arbitration Act (“FAA”) provides “for expedited judicial review to confirm, vacate, or modify arbitration awards.” *Hall Street Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 578 (2008). A court must confirm an award “unless the award is vacated, modified, or corrected” pursuant to the FAA. 9 U.S.C. § 9. “Judicial review of arbitration awards is ‘narrowly limited,’ and the FAA presumes that arbitration awards will be confirmed.” *Gianelli Money Purchase Plan & Tr. v. ADM Inv’r Servs., Inc.*, 146 F.3d 1309, 1312 (11th Cir. 1998) (quoting *Davis v. Prudential Sec., Inc.*, 59 F.3d 1186, 1188 (11th Cir. 1995)).

The Court having carefully reviewed and considered the Petition, the Settlements, and the Order, and finding no grounds to vacate or modify the Order, it is hereby

ORDERED AND ADJUDGED as follows:

1. The parties’ Petition [ECF No. 12] is **GRANTED**.
2. The Order [ECF No. 12-1] is **CONFIRMED**.
3. This case is **DISMISSED with prejudice**.
4. The Clerk is directed to **CLOSE** the case.

DONE AND ORDERED in Fort Lauderdale, Florida, this 27th day of October, 2022.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE